

CONTRACT #11
RFS # 345.70-014-10
FA # 08-25069

Human Services

VENDOR:
Southern Foodservice
Management, Inc.



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

CITIZENS PLAZA BUILDING
400 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1403

TELEPHONE: 615-313-4700 FAX: 615-741-4165
TTY: 1-800-270-1349
www.state.tn.us/humanserv/

PHIL BREDESEN
GOVERNOR

VIRGINIA T. LODGE
COMMISSIONER

April 30, 2009

Mr. James W. White, Executive Director
Tennessee General Assembly
Fiscal Review Committee
320 Sixth Ave., N.
8th Floor Rachel Jackson Building
Nashville, TN 34243

RECEIVED

APR 30 2009

FISCAL REVIEW

Dear Mr. White:

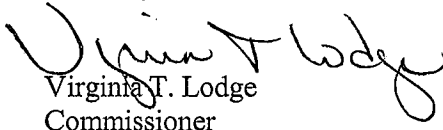
In response to the current economic conditions and the revenue shortfall that Tennessee is facing, the Department of Human Services has sought ways by which we can reduce costs, while minimizing any negative impact to the clients we serve. The accompanying *Request: Non-Competitive Amendment* form outlines one of the solutions we have identified.

The subject contract with Southern Foodservice Management, Inc. is for the provision of food service at the Tennessee Rehabilitation Center. This amendment seeks to implement a reduction in the rates over the term of the contract. These rate reductions are estimated to save Tennessee approximately \$200,000 per year, \$42,600 of which represents State funds.

In addition to the actual text of the non-competitive amendment #1 with its corresponding *Contract Summary Sheet*, we have provided a copy of the base contract with its corresponding *Contract Summary Sheet*, a *Non-competitive Amendment Request* form, and the supplemental documentation that is required by the FRC.

We hope that this information facilitates favorable FRC evaluation of this request. However, if you require additional information, please contact Jeff Roberts at 615-313-4705. Otherwise, thank you for your attention to this matter.

Sincerely,


Virginia T. Lodge
Commissioner

VTL:ELC

Attachments

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Jeff Roberts	*Contact Phone:	615-313-4705
*Contract Number:	FA 08-25069	*RFS Number:	345.70-347-08
*Original Contract Begin Date:	June 11, 2008	*Current End Date:	June 30, 2013
Current Request Amendment Number: <i>(if applicable)</i>		Amendment #1	
Proposed Amendment Effective Date: <i>(if applicable)</i>		July 1, 2009	
*Department Submitting:		Human Services	
*Division:		Rehabilitation Services	
*Date Submitted:		April 30, 2009	
*Submitted Within Sixty (60) days:		Yes	
<i>If not, explain:</i>		Not applicable	
*Contract Vendor Name:		Southern Foodservice Management, Inc.	
*Current Maximum Liability:		\$4,301,741.00	
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY: 2009	FY: 2010	FY: 2011	FY: 2012
\$ 797,928	\$ 828,288	\$ 858,648	\$ 891,437
			\$ 925,440
			\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report) (STARS documentation attached)</i>			
FY: 2009 (to date)	FY: 2010	FY:	FY:
\$ 301, 663	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		The allocation for this contract is greater than expenditures because the number of meals served was lower than initial estimates. Surplus State funds reverted to the general fund to meet over appropriation requirements.	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		Not applicable	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Not applicable	

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount: (amounts indicated reflect new amounts to be effected by this amendment)	State:	\$738,825	Federal:	\$2,729,837
Interdepartmental:	\$0.00		Other:	\$0.00
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Not applicable			Not applicable	
Method of Original Award: <i>(if applicable)</i>			Request for Proposals	
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>			This contract is paid off a single line item in our budget, object code 08.	
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>			The Department anticipates annual savings of \$200,000, \$42,600 of which will be state dollars.	
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>			Not applicable	

CURRENT TOTAL EXPENDITURES BY FISCAL YEAR

CONTRACT	VENDOR	08-09 AMOUNT
NUMBER	NAME	PAID TO DATE

FA0825069

SOUTHERN FOODS MANAGEMENT, INC.

\$301,663.40

S064

S T A R S

04/30/09

DOCUMENT FILE

10:36

DIRECT ACCESS:

FUNCTION: I (I, N), F1-HELP, F2-RETURN TO MENU, F4-END DIRECT ACCESS

DEPT: 345 DIV: 70 FFY: 09 FUND: 11 DOC NO: FA0825069 00 GL ACCT: 0450
PERIOD SELECTION: CMB (CMB PMB PY)

DESCRIPTION: 061108 TRC SMYRNA FOOD SERVICES
COST CENTER: 190 OBJ: 083 AGY OBJ: SRC: AGY SRC:
ORG CODE: 45 70 07 08 PROJECT: LOCATION:
PGM CODE: 450 015 001 005 GRANT: VR8 001 SUB ACCT:
VENDOR NO: V630315905 02 VENDOR NAME: SOUTHERN FOODSERVICE MANAGEMEN

DATE SEGMENT	DOCUMENT AMT:	
CREATE: 071008	797,928.00	
LAST PROC: 032309	.00	
CLOSE:	301,663.40	
DUE:	301,663.40	
DOCUMENT: 063013	.00	
	BALANCE	496,264.60

Z26 NEXT RECORD RECALLED
Z41 ENTER INQUIRY DATA

NON-COMPETITIVE AMENDMENT REQUEST:**APPROVED****Commissioner of Finance & Administration**

1) RFS #	345.70-014-10		
2) Procuring Agency :	Department of Human Services		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Food Service at the Tennessee Rehabilitation Center (TRC)		
4) Contractor :	Southern Foodservice Management, Inc.		
5) Contract #	FA 08-25069		
6) Contract Start Date :	June 11, 2008		
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2013		
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 4,301,741.00		
PROPOSED AMENDMENT INFORMATION			
9) Amendment #	1		
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2009		
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2013		
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 3,468,662.40		
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			
This amendment will implement a rate reduction over the remaining term of the contract, thus, significantly lowering the maximum liability amount.			
15) Explanation of Need for the Proposed Amendment :			
In response to current economic conditions and revenue shortfall, we have sought ways to reduce costs administratively while minimizing the impact to the clients of the Vocational Rehabilitation program. This amendment will result in a \$200,000 cost saving over the remaining years of this contract.			
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)			
Southern Foodservice Management, Inc. 500 Office Park Drive, Suite 210 Birmingham, AL 35223			

17) **Office for Information Resources Endorsement :** (required for information technology service; n/a to THDA)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

18) **eHealth Initiative Endorsement :** (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

19) **Department of Human Resources Endorsement :** (required for state employees training service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

20) **Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

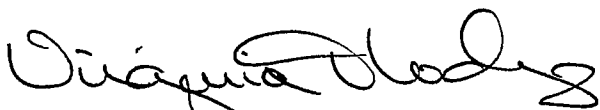
Not applicable

21) **Justification for the Proposed Non-Competitive Amendment :**

Please refer to Number 15 above.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



4-30-09

SIGNATURE & DATE

CONTRACT SUMMARY SHEET

121107

RFS #	Contract #
345.70-347-08	FA 08-25069-01
State Agency	State Agency Division
Department of Human Services	Rehabilitation Services
Contractor Name	Contractor ID # (FEIN or SSN)
Southern Foodservice Management, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 630315905-02

Service Description			
TRC Smyrna Food Services			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
June 11, 2008	June 30, 2013	Vendor	84.126

Mark Each TRUE Statement	
<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
345.70	190	083	11	VR8	001
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$169,959.00	\$627,969.00	\$0.00	\$0.00	\$797,928.00
2010	\$129,865.00	\$479,831.00	\$0.00	\$0.00	\$609,696.00
2011	\$137,883.93	\$509,458.47	\$0.00	\$0.00	\$647,342.40
2012	\$146,161.28	\$540,041.92	\$0.00	\$0.00	\$686,203.20
2013	\$154,955.97	\$572,536.83	\$0.00	\$0.00	\$727,492.80
					\$0.00
TOTAL:	\$738,825.18	\$2,729,837.22	\$0.00	\$0.00	\$3,468,662.40

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Tom Osborne (615) 313-5367
2009	\$797,928.00		State Agency Budget Officer Approval Jeffrey W. Roberts
2010	\$828,288.00	(\$218,592.00)	
2011	\$858,648.00	(\$211,305.60)	
2012	\$891,437.00	(\$205,233.80)	
2013	\$925,440.00	(\$197,947.20)	
TOTAL:	\$4,301,741.00	(\$833,078.60)	Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
End Date	6/30/2008	6/30/2013	

Contractor Ownership (complete for ALL base contracts — N/A to amendments or delegated authorities)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other	

Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	

* **Procurement Process Summary** (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

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**AMENDMENT ONE
TO FA 08-25069**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Southern Foodservice Management, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.9. is deleted in its entirety and replaced with the following:

A.9. The Contractor shall insure the development of a monthly menu that is nutritionally sound, seasonally appropriate, and encompasses all serving stations, e.g. hot food, salad, grille, dessert, et cetera, and shall prepare meals as prescribed in said menu. In addition to popularity and cost factors, menus shall be planned to be appealing to sight, taste, and smell and shall take into consideration contrasts in color, shape, texture, and flavor of food.

2. For the period beginning July 1, 2009, the text of Contract Sections A.12., A.15., A.16., A.17., and A.18. are deleted in their entirety, and subsequent Contract Sections are re-numbered as appropriate.

3. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Million Four Hundred Sixty-Eight Thousand Six Hundred Sixty-Two Dollars and Forty Cents (\$3,468,662.40). The payment rates in Section C.3. and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

4. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of services authorized by the State in a total amount to exceed the Contract Maximum Liability established in Section C.1.

- b. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- c. The Contractor shall be compensated for said units, milestones, or increments of service beginning on July 1, 2008, based upon the following rates:

Service Description	Amount (per compensable increment)
TRC Client Meal Year 1 (7/1/09 - 6/30/09)	\$6.20
TRC Client Meal Year 2 (7/1/09 - 6/30/10)	\$4.65
TRC Client Meal Year 3 (7/1/10 - 6/30/11)	\$4.96
TRC Client Meal Year 4 (7/1/11 - 6/30/12)	\$5.28
TRC Client Meal Year 5 (7/1/12 - 6/30/13)	\$5.62
Catered Formal Lunch or Dinner	A per person amount equal to the per diem dinner rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Semi-formal Lunch or Dinner	A per person amount equal to 78% of the per diem dinner rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Casual Lunch or Dinner	A per person amount equal to the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Box Meal	A per person amount equal to 75% of the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Traditional Breakfast	A per person amount equal to the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Continental Breakfast Level 1	A per person amount equal to 70% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Continental Breakfast Level 2	A per person amount equal to 55% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 1	A per person amount equal to the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 2	A per person amount equal to 70% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 3	A per person amount equal to 55% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 4	A per person amount equal to 30% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Table Linens	At cost to the Contractor as determined by copies of actual invoices from the linen service provider, which was selected on a competitive basis.

Note: The Domestic Per Diem Rates of the U.S. General Services Administration (USGA) for Smyrna, Tennessee may be accessed at www.gsa.gov.

5. For the period beginning July 1, 2009, Contract Attachment A is deleted in its entirety and replaced with the new Contract Attachment A attached hereto.
6. For the period beginning July 1, 2009, Contract Attachment C is deleted in its entirety and replaced with the new Contract Attachment C attached hereto.

The revisions set forth herein shall be effective July 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

SOUTHERN FOODSERVICE MANAGEMENT, INC.:

L. MICHAEL BARCLAY, SENIOR VICE PRESIDENT

DATE

DEPARTMENT OF HUMAN SERVICES:

VIRGINIA T. LODGE, COMMISSIONER

DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT A

Breaches and Liquidated Damages

(This attachment applies to the period from July 1, 2009 through June 30, 2013.)

Failure of the Contractor to begin service delivery on July 1, 2008 or to provide service delivery on any date scheduled for meal service during the contract term. (Reference Section A.1.)	Actual cost to the State for obtaining comparable food service from an alternate source	Per calendar day
Failure to ensure that the electronic system for recording each time an individual client acquires a meal is operable or to ensure that electronic system does not inaccurately reflect meal acquired. (Reference Section A.7.)	\$100	Per calendar day that the electronic system is inoperable beginning on the sixth consecutive day of system inoperability
Failure of the Contractor to clean and sanitize food service equipment and areas prior to exiting the facility upon contract termination or expiration. (Reference Section A.66. formerly Reference Section A.71.)	\$1,500	Per incident

ATTACHMENT C

(This attachment applies to the period from July 1, 2009 through June 30, 2013.)

Minimum Menu Specifications

BREAKFAST		
Item	Minimum Daily Choice	Comments
Fruit	2	1 fresh
Juice	2	Frozen Concentrate or Fresh Orange Juice Daily
Eggs	1	Prepared one way
Meat	1	One choice 3 days per week
Starch	1	Grits, hash browns, or potato wedges
Hot cereal	1	Oatmeal or cream of wheat
Cold cereal	4	To include 1 bran and 1 no sugar variety
Breads	4	White, raisin or wheat bread, English muffins, biscuits, waffles, pancakes, French toast, donuts, coffee cake or Danish pastries
Beverages	3	Coffee, tea, milk (whole, reduced fat, skim, chocolate), hot chocolate
Condiments		As appropriate
LUNCH AND DINNER		
Item	Minimum Daily Choice	Comments
Soup		Optional, when seasonally appropriate
Salads		Salad Bar consisting of tossed greens and appropriate garnishes, cottage cheese, gelatin, and at least 3 other specialty items (fruit, tuna, potato, macaroni salads, etc.)
Fruit	2	Fresh
Salad Dressing	6	At least one low calorie
Entrees	2	1 entree whole meat or casserole 1 grilled sandwich
Vegetables	2	
Starch	1	Potatoes (baked, whipped, French fries, Au Gratin, scalloped, etc.) or noodles, macaroni and cheese, etc.
Desserts	3	Baked item, gelatin, cobblers, pudding, etc. 1 for diabetic/low sugar diets
Bread	1	Hot rolls, cornbread, muffins, biscuits, etc.
Beverages	10	Coffee, hot and cold tea, milk (whole, skim, reduced fat, chocolate) fruit punch, specialty, and assorted sodas
Condiments	Assorted	As appropriate

CONTRACT SUMMARY SHEET

121107

RFS #	Contract #
345.70-347-08	FA-08-25069-00
State Agency	State Agency Division
Department of Human Services	Rehabilitation Services
Contractor Name	Contractor ID # (FEIN or SSN)
Southern Foodservice Management, Inc.	C- or <input checked="" type="checkbox"/> V- 630315905-02

Service Description
TRC Smyrna Food Services

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
June 11, 2008	June 30, 2013	Vendor	84.126

Mark Each TRUE Statement

<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts
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Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
345.70	190	083	11	VR8	001

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008	\$169,959.00	\$627,969.00	\$0.00	\$0.00	\$797,928.00
2009	\$176,425.00	\$651,863.00	\$0.00	\$0.00	\$828,288.00
2010	\$182,892.00	\$675,756.00	\$0.00	\$0.00	\$858,648.00
2011	\$189,876.00	\$701,561.00	\$0.00	\$0.00	\$891,437.00
2012	\$197,119.00	\$728,321.00	\$0.00	\$0.00	\$925,440.00
					\$0.00
TOTAL:	\$916,271.00	\$3,385,470.00	\$0.00	\$0.00	\$4,301,741.00

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Tom Osborne (615) 313-5367
			State Agency Budget Officer Approval
			Jeffrey W. Roberts
			Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$0.00	\$0.00	
End Date			

Contractor Ownership (complete for ALL base contracts - N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID,GG,GU)	

Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

RECEIVED
JUN 10 PM 3:38
COMPTROLLER'S OFFICE
OFFICE OF
MANAGEMENT SERVICES

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
SOUTHERN FOODSERVICE MANAGEMENT, INC.**

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Southern Foodservice Management, Inc., hereinafter referred to as the "Contractor," is for the provision of food service at the Tennessee Rehabilitation Center (TRC), as further defined in the "SCOPE OF SERVICES."

The Contractor is A For-Profit Corporation.

Contractor Federal Employer Identification or Social Security Number: 63-0315905

Contractor Place of Incorporation or Organization: Alabama

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract. The Contractor shall begin service delivery of the items outlined herewith in Section A on July 1, 2008. (Reference Attachment A Breaches and Liquidated Damages.)

Cafeteria

- A.2. The Contractor shall provide cafeteria operations at the TRC including but not limited to the purchase, preparation, and service of food.
- A.3. The Contractor shall prepare and serve three (3) meals per day, seven (7) days per week according to the meal service hours specified by the State in Attachment B, except at such times the TRC is closed. This includes coordination and cooperation with the TRC in occasional holiday-themed meals that may be served in alternate settings.
- A.4. The Contractor shall take meal orders and prepare medically prescribed meals for clients. Said medically prescribed meals can include extra protein and calories. Where appropriate, the Contractor shall transport these medically prescribed meals to the designated location, keeping meals covered and at the appropriate serving temperature.
- A.5. The Contractor shall prepare meals, as needed and authorized by TRC staff, for TRC clients who are required to be off-campus for job experiences or other events. The Contractor shall insure that foods items served will be safe to eat if refrigeration is unavailable.
- A.6. The Contractor shall provide specified dietary items for consumption in the TRC medical services unit and shall bill the State for these items at cost to the Contractor. Said dietary items are in addition to regular meal service.
- A.7. The Contractor shall provide a method to electronically record each time an individual client acquires a meal. In addition, the Contractor shall provide a back-up system to be employed if the electronic system becomes inoperable for a period of time. However, the Contractor shall ensure that the electronic system is not inoperable or does not inaccurately reflect meals acquired for more that five days at a time. (Reference Attachment A Breaches and Liquidated Damages.)
- A.8. The Contractor shall accept direct payment for meals from TRC staff and guests. The prices charged to TRC staff or guests shall not exceed the per meal rate charged for TRC clients. However, in the event that staff and guests wish to purchase a la carte items rather than an entire meal, the Contractor shall pro-rate the charge.

Client Menu

- A.9. The Contractor shall insure the development of a monthly menu that is nutritionally sound, seasonally appropriate, and encompasses all serving stations, e.g., hot food, deli, salad, grille, dessert, et cetera, and shall prepare meals as prescribed in said menu. In addition to popularity and cost factors, menus shall be planned to be appealing to sight, taste, and smell and shall take into consideration contrasts in color, shape, texture, and flavor of foods.
- A.10. The Contractor shall offer a menu that meets basic nutritional guidelines based on the recommended dietary intakes for adults as issued and updated by the Food and Nutrition Board of the National Academy of the Sciences.
- A.11. The menu shall be subject to pre-approval of the State, and shall be submitted for said pre-approval not less than fourteen (14) days prior to the date the menu is to be utilized.
- A.12. The Contractor shall regularly include vegetarian and "light" entrees at every meal. Vegetarian and vegan entrees should be identified.
- A.13. The Contractor shall, as needed, provide special food items for special client diets as prescribed by a physician or recommended by the TRC dietitian.
- A.14. The Contractor shall, on a daily basis, prepare and serve breakfast, lunch, and dinner meals according to the minimum menu specifications set forth in Attachment C.

Snack Bar

- A.15. The Contractor shall operate a snack bar located in the TRC recreation building, five (5) days per week, Sunday through Thursday for the hours of 3:00 p.m. to 4:00 p.m. and from 6:00 p.m. to 9:00 p.m.
- A.16. The Contractor shall price snack bar items at cost to the Contractor to include the cost of raw food and labor for preparation and service of the food. Labor costs shall be priced at the prevailing minimum wage. The hours for calculating labor costs shall include the hours of operation, plus an additional half hour prior to opening and a half hour prior to closing.
- A.17. The Contractor shall accept cash or State-approved tokens for payment for items purchased in the Snack Bar. The Contractor shall remit tokens received as payment to the State as part of the monthly invoicing process.
- A.18. The Contractor shall submit for approval of the State, a sample snack bar menu, including the price to be charged for each item, on a monthly basis. Said menu shall be submitted for State approval a minimum of seven (7) days prior to the time it is to be utilized in the snack bar.

Catering

- A.19. The Contractor shall, at the request of the State, cater breakfast, lunch, and dinner functions ranging from casual to formal, as well as meeting refreshment breaks or receptions, at a specified price point per person. The price points shall be based on the Domestic Per Diem Rates of the U.S. General Services Administration (USGA) for Smyrna, Tennessee that are in effect on the date of the function being catered, and are set forth in Section C.3. The functions to be catered include:
 - a. Formal Lunch or Dinner
 - b. Semi-formal Lunch or Dinner
 - c. Casual Lunch or Dinner
 - d. Catered Box Meal
 - e. Traditional Breakfast

- f. Continental Breakfast-Level 1
- g. Continental Breakfast-Level 2
- h. Refreshment Break or Reception-Level 1
- i. Refreshment Break or Reception-Level 2
- j. Refreshment Break or Reception-Level 3
- k. Refreshment Break or Reception-Level 4

Catered meals may be served seated, buffet style, or as a box lunch, as specified by the State.

- A.20. The catered food served by the Contractor at these functions shall conform to one of the meal configuration outlines as provided in Attachment D. The Contractor may offer meal configuration substitutions.
- A.21. The Contractor shall, prior to each event to be catered, offer the State menu options from which to choose, which are based upon the meal configuration and corresponding price point specified by the State. The actual menu to be served shall be determined by consultation between the Contractor and the State.
- A.22. Each catered meal served shall include the option to substitute a vegetarian selection, if needed.
- A.23. The Contractor shall be responsible for all catering setup requirements.
- A.24. The Contractor shall routinely provide cloth napkins, table cloths, and table skirts, as appropriate for all catered meals designated as formal or semi-formal, and for receptions and refreshment breaks, as requested by the State. The Contractor shall, as directed by the State, invoice the State at cost for any linen service necessary to satisfy catering requirements. (Reference Sections C.3.c. and E.13.)
- A.25. In addition, the Contractor shall provide paper table cloths, paper napkins, and serving plates, cups, and/or flatware of the type and as requested by the State. Said items shall be provided at no additional cost to the State above the catering rates specified in Section C.3.
- A.26. The Contractor shall be responsible for cleaning after each catered event, including removing all trash, equipment, utensils, table cloths, et cetera. Area(s) must be returned to the condition prior to the catered event to include mopping or vacuuming, as required. All trash shall be removed to dumpsters and shall not be left in common area receptacles to be emptied by TRC employees.
- A.27. The Contractor may cater non-TRC events at TRC after securing approval from the TRC Superintendent to do so.

Contractor Employees

- A.28. The Contractor shall maintain an adequate number of employees to meet the requirements of this contract, including provision of adequately trained relief personnel to substitute for regular employees who are absent.
- A.29. The Contractor shall obtain approval of the State for the manager assigned to the TRC and shall make no changes in assignment of a manager without approval of the State.
- A.30. The Contractor shall require that employees maintain professional attitudes, a congenial atmosphere, and decorum at all times. The Contractor shall require that employees refrain from use of alcohol, illegal substances, and inappropriate language when on campus or in the company of TRC clients, faculty, or staff. The State reserves the right to require the Contractor to dismiss any employee not meeting these minimum standards.
- A.31. The Contractor shall insure that employee attire contributes to projecting an image of quality and professionalism. At minimum, the Contractor shall require that employees wear clean, pressed

uniforms, which include a nametag that identifies them as an employee of the food service company.

- A.32. The Contractor shall schedule and conduct an on-going employee training program, which will insure that all employees perform their jobs with the highest standards of efficiency, courtesy, and sanitation. The Contractor shall insure that all employees have the necessary training to meet all state and federal laws, rules, and regulations. The Contractor shall also insure that food service employees will receive initial and ongoing training in the proper use and cleaning of all State owned capital equipment.
- A.33. The Contractor's employees shall demonstrate appropriate skills when working with TRC clients. The Contractor shall insure that each food service employee completes State-provided training with regard to appropriate interaction with TRC clients.
- A.34. The Contractor shall insure that assistance with trays and with setting up eating utensils is provided to clients in need of such assistance, at any time that designated TRC staff are not available.
- A.35. The Contractor shall report inappropriate client behavior observed to designated TRC staff.
- A.36. The Contractor shall develop and maintain an emergency plan, subject to approval of TRC staff. Said emergency plan shall address action to be taken to address the safety and well-being of the Contractor's employees and of TRC clients and guests in the food service area in the event of emergency situations such as natural disasters, fires, or campus intruders.

Dietitian

- A.37. The Contractor shall provide a dietitian, who holds a registered dietitian (R.D.) credential from the American Dietetic Association and who is licensed in the State of Tennessee.
- A.38. The dietitian shall provide on-site up to fifteen (15) hours per week of nutrition counseling for clients. Said counseling shall be provided both individually and in groups, as requested by the State, on topics such as diabetes, weight loss, and making healthy food choices. Subsequent to said counseling, the dietitian shall provide consultative reports for the individual file of clients counseled.
- A.39. The dietitian provided by the Contractor shall also be responsible for prescribing special needs diets for TRC clients who require them. Referrals to the dietitian regarding special needs diets shall be made by TRC medical personnel.
- A.40. Services provided by the dietitian shall also include coordination of a nutrition education program and the evaluation and approval of menus to be served by the Contractor.

Safety and Sanitation

- A.41. The Contractor shall bear sole responsibility for ensuring that sanitation standards are maintained in accordance with all Federal, State, and local laws, regulations, or standards.
- A.42. The Contractor shall comply with the *Rules of the Tennessee Department of Health, Bureau of Health Services Administration, Division of General Environmental Health, Chapter 1200-23-1 Food Service Establishment*.
- A.43. The Contractor shall provide to the State a copy of all food service inspections within twenty-four (24) hours after any announced or unannounced inspection by the Tennessee Department of Health.

- A.44. The Contractor shall develop and implement a plan to maintain effective sanitation practices in all areas of the food service operation. The plan should address the Contractor's standards for maintaining a clean and sanitary facility. It should include:
 - a. a program for continuous training of personnel, especially in personal hygiene, food handling and preparation, ware washing, and cleaning of equipment, and
 - b. a schedule for insuring that all assigned equipment and premises are kept clean and neat in appearance.
 - c. information regarding monitoring of the plan to insure its appropriate implementation.
- A.45. The Contractor shall place the utmost importance on proper sanitation standards and maintain National Sanitation Foundation (NSF) standards.
- A.46. The Contractor shall be responsible for all usual and customary cleaning and sanitation for all food service and dining areas.
- A.47. The Contractor shall insure that food service areas are kept clean throughout the day.
- A.48. The Contractor shall keep the receiving and loading dock clean and sanitized in order to avoid attracting flies, insects, and rodents.
- A.49. The Contractor shall clean steam tables, coffee urns, griddles, condiment tables, etc., at least daily.
- A.50. The Contractor shall clean and sanitize kitchen tables, meat grinders, knives, cutting boards, and any other utensil or surface, which could potentially promote cross contamination, after each use.
- A.51. The Contractor shall insure that dining room tables, beverage counters, salad bars, and any other display and serving areas are kept clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam tables, general serving and dining areas, and floors throughout each meal.
- A.52. The Contractor shall insure that all grease filters are cleaned on a monthly basis.
- A.53. The Contractor shall examine all food handlers daily to ensure that they are following established hygiene practices in the handling of food.
- A.54. The Contractor shall be responsible for the control of keys and the security of those areas assigned by the State. The Contractor shall immediately alert TRC administrators if any keys are lost or if any security breach occurs. The Contractor shall be responsible for any costs incurred as a result of lost keys.

Food Quality

- A.55. The Contractor shall follow standardized recipes for all food production items.
- A.56. The Contractor shall meet the following minimum raw food purchasing specifications:
 - a. Beef and Veal-USDA Choice
 - b. Pork-USDA #1
 - c. Poultry-USDA Grade A
 - d. Lamb-USDA Grade Choice
 - e. Eggs and Dairy Products-USDA Grade A
 - f. Frozen Fruits and Vegetables Foods-USDA Grade A Fancy
 - g. Canned Fruits and Vegetables-USDA Grade A Fancy
 - h. Fresh Produce-USDA USDA # 1
 - i. Fish/Seafood-Packed under Federal Inspection (PUFI)

- A.57. Purchase of food, supplies, and equipment shall meet applicable requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), National Marine Fisheries Service (NMFS), and National Sanitation Foundation (NSF). In the absence of grade labeling, the Contractor shall provide the State, upon request, with package labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. In addition, the Contractor must be prepared to assure the State that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards.
- A.58. The State reserves the right to periodically review the Contractor's invoices for food purchases to ensure that stated specifications are being met.
- A.59. Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 41 degrees Fahrenheit). Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.

Equipment and Utensils

- A.60. The Contractor shall be responsible for the proper use and care of the equipment made available for use by the State, as specified by the equipment manufacturers.
- A.61. The Contractor shall be responsible for the replacement of any kitchen equipment or utensils that are damaged or destroyed by its employees, or in any instance where negligence on the part of the Contractor is indicated.
- A.62. The Contractor shall ensure that all china, silverware/flatware, hollowware, glassware, and salt and pepper shakers are in the best condition for presentation and use in the food service operation.

TRC Vocational Food Service Program Client Training

- A.63. The Contractor shall cooperate with the TRC Food Service Training Program to offer clients first-hand experience working in various areas of the food service operation. This includes the provision of print, audio, or electronic media used by the Contractor in training its own employees for use by the TRC Food Service Instructor with students in the Food Service Training Program.
- A.64. The Contractor shall cooperate with the instructor of the TRC Food Service Training Program in the assignment of tasks to an individual student in order to match his/her knowledge and skills and to provide opportunity for the student to acquire advanced knowledge and skills.
- A.65. The Contractor's employees shall mentor TRC clients enrolled in the Food Service Training Program and coach them toward behavior exemplifying desirable employment traits that meet food service industry standards.
- A.66. The Contractor shall sell to the State at cost food and food preparation supplies for use in the TRC Food Service Training Program.

Other

- A.67. The Contractor shall be responsible for providing any of the following items deemed necessary for the food service operation: cash register, computer, fax machine, and time clock.
- A.68. The Contractor shall be responsible for long distance telecommunications service, both voice and data.
- A.69. The Contractor shall, upon expiration or termination of this Contract, retain existing inventories of food and expendable supplies, with the option to remove said items or to sell them to the incoming Contractor at cost.

- A.70. The Contractor shall, upon expiration or termination of this Contract, clean and sanitize all food service equipment and areas prior to exiting the facility. (Reference Attachment A Breaches and Liquidated Damages.)

State Responsibilities

- A.71. The State will provide all necessary facilities for the use of the Contractor including the kitchen, dining area furnishings, and adequate office space.
- A.72. The State will provide for the Contractor's use the food service production equipment listed in Attachment E.
- A.73. The State will provide the Contractor with office furniture, including a desk, chairs, and filing cabinet.
- A.74. The State will be responsible for repairs and maintenance to the food service facility (i.e., HVAC, water and steam lines, electrical, telecommunications, etc.) except in the event of willful or known misuse or abuse.
- A.75. The State will provide preventative maintenance and repairs to kitchen equipment.
- A.76. The State will be responsible for cleaning exhaust hoods and duct work.
- A.77. The State will be responsible for providing and maintaining fire extinguishers.
- A.78. The State will provide garbage pick-up and disposal services.
- A.79. The State will provide extermination and pest control service.
- A.80. The State will provide utilities. However, the State cannot guarantee an uninterrupted power supply, and therefore is not liable for any product loss resulting from interruption or failure of utility services.
- A.81. The State will provide custodial services for the restrooms in the cafeteria.
- A.82. The State will be responsible for waxing and buffing the floors in the dining area of the cafeteria.
- A.83. The State will have no direct supervision of employees of the Contractor, and any communication of employee matters shall be through the designated representatives of the parties.
- A.84. The State will provide, at no cost to the Contractor, training for each food service employee with regard to interaction with TRC clients.
- A.85. The State will provide a TRC staff member to supervise and oversee students placed by the Contractor in the food service operation. This individual will have primary responsibility for supervising clients who are enrolled in the Food Service Training Program and are working in the Contractor's food service operation.
- A.86. The State reserves the right to inspect TRC food service facilities and the operations thereof by the Contractor.
- A.87. The State retains the right, without unreasonably interfering with normal food service, to use the dining area for a variety of activities that may or may not be food service related. The State will notify the Contractor prior to such usage. The State will perform appropriate setup and cleanup with no cost charged to the Contractor.

- A.88. The State reserves the right, without unreasonably interfering with normal food service, to use TRC food service production facilities for educational purposes.
- A.89. The State reserves the right to provide input into the annual employee review and evaluation of the Food Service Manager.
- A.90. The State reserves the right to request the replacement of any management personnel.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on June 11, 2008 and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Three Hundred One Thousand Seven Hundred Forty-One Dollars and No Cents (\$4,301,741.00). The payment rates in Section C.3. and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- b. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - c. The Contractor shall be compensated for said units, milestones, or increments of service beginning on July 1, 2008, based upon the following payment rates:

Service Description	Amount (per compensable increment)
TRC Client Meal Year 1 (7/1/08 – 6/30/09)	\$6.20
TRC Client Meal Year 2 (7/1/09 – 6/30/10)	\$6.45
TRC Client Meal Year 3 (7/1/10 – 6/30/11)	\$6.70
TRC Client Meal Year 4 (7/1/11 – 6/30/12)	\$6.97

TRC Client Meal Year 5 (7/1/12 – 6/30/13)	\$7.25
Catered Formal Lunch or Dinner	A per person amount equal to the per diem dinner rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Semi-formal Lunch or Dinner	A per person amount equal to 78% of the per diem dinner rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Casual Lunch or Dinner	A per person amount equal to the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Box Meal	A per person amount equal to 75% of the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Traditional Breakfast	A per person amount equal to the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Continental Breakfast Level 1	A per person amount equal to 70% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Continental Breakfast Level 2	A per person amount equal to 55% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 1	A per person amount equal to the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the event.
Catered Refreshment Break or Reception Level 2	A per person amount equal to 70% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the event.
Catered Refreshment Break or Reception Level 3	A per person amount equal to 55% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the event.
Catered Refreshment Break or Reception Level 4	A per person amount equal to 30% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the event.
Table Linens	At cost to the Contractor as determined by copies of actual invoices from the linen service provider, which was selected on a competitive basis.
NOTE: The <u>Domestic Per Diem Rates of the U.S. General Services Administration (USGA)</u> for Smyrna, Tennessee may be accessed at www.gsa.gov .	

- C.4. Travel Compensation. Compensation to the Contractor for travel shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall not exceed Five Hundred Dollars (\$500.00) during the period of the Contract. Contractor compensation for travel shall be limited to mileage for transporting food to be served, at the request of the State.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Tom Fusco, Administrative Services Director
Tennessee Department of Human Services
Tennessee Rehabilitation Center
460 Ninth Ave.
Smyrna, TN 37167

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee Department of Human Services, Division of Rehabilitation Services;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description of each service invoiced;
 - ii. Number of Units, Increments, or Milestones, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service;
 - v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;"
 - vi. Documentation of the applicable USGA rate(s) on which any catering charges are based; and
 - vii. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to terminate the Contract and withhold payments in excess of fair compensation for completed services.
 - a. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the

time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

- b. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment F, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tom Fusco, Administrative Services Director
Tennessee Department of Human Services
Tennessee Rehabilitation Center
460 Ninth Ave.
Smyrna, TN 37167
Tom.Fusco@state.tn.us
Telephone # 615-459-6811 extension 220
FAX # 615-223-1984

The Contractor:

L. Michael Barclay, Senior Vice President
Southern Foodservice Management, Inc.
500 Office Park Drive, Suite 210
Birmingham, AL 35223
mbarclay@southernfood.net
Telephone # (205) 871-8000 extension 683
FAX # 205-871-8020

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - b. At any time the State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all

property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.9. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-345.70-347 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and

persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.10. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.11. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.12. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
 - (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment A and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other

section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

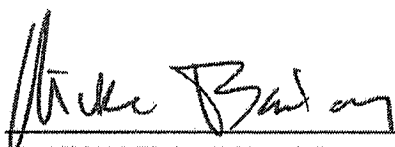
- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with

jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.13. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner of the Department of Human Services for such decision and non-competitive procurement.

IN WITNESS WHEREOF:

SOUTHERN FOODSERVICE MANAGEMENT, INC.:

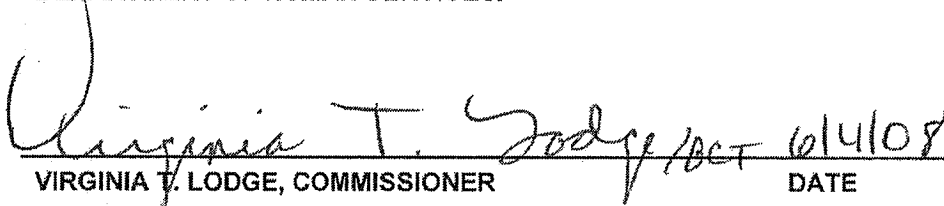


L. MICHAEL BARCLAY, SENIOR VICE PRESIDENT

6.2.08

DATE

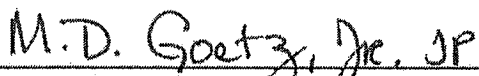
DEPARTMENT OF HUMAN SERVICES:



VIRGINIA T. LODGE, COMMISSIONER

DATE

APPROVED:



M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

6-10-08

DATE



JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

6/12/08

ATTACHMENT A

Breaches and Liquidated Damages

Failure of the Contractor to begin service delivery on July 1, 2008 or to provide service delivery on any date scheduled for meal service during the contract term. (Reference Section A.1.)	Actual cost to the State for obtaining comparable food service from an alternate source	Per calendar day
Failure to ensure that the electronic system for recording each time an individual client acquires a meal is operable or to ensure that electronic system does not inaccurately reflect meal acquired. (Reference Section A.7.)	\$100	Per calendar day beginning on the sixth consecutive day of system inoperability
Failure of the Contractor to clean and sanitize food service equipment and areas prior to exiting the facility upon contract termination or expiration. (Reference Section A.71.)	\$1,500	Per incident
Failure of the Contractor to keep the snack bar open according to the schedule specified in Section A.15. (Reference Section A.15.)	\$30	Per calendar day that the snack bar is not open according to the schedule beginning on the fourth consecutive day

ATTACHMENT B

Tennessee Rehabilitation Center Cafeteria Meal Service Hours

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	8:00 to 9:00 a.m.	8:00 to 9:00 a.m.
Lunch	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:30 a.m. to 12:30 p.m.	11:30 a.m. to 12:30 p.m.
Dinner	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	5:00 to 6:00 p.m.	5:00 to 6:00 p.m.

ATTACHMENT C**Minimum Menu Specifications***

BREAKFAST		
Item	Minimum Daily Choice	Comments
Fruit	2	1 fresh
Juice	2	Frozen Concentrate or Fresh Orange Juice Daily
Eggs	2	Prepared two different ways
Meat	2	Bacon and 1 other
Starch	1	Grits, hash browns, or potato wedges
Hot cereal	1	Oatmeal or cream of wheat
Cold cereal	4	To include 1 bran and 1 no sugar variety
Breads	4	White, raisin or wheat bread, English muffins, biscuits, waffles, pancakes, French toast, donuts, coffee cake or Danish pastries
Beverages	3	Coffee, tea, milk (whole, reduced fat, skim, chocolate), hot chocolate
Condiments		As appropriate
LUNCH AND DINNER		
Item	Minimum Daily Choice	Comments
Soup		Optional, when seasonally appropriate
Salads		Salad Bar consisting of tossed greens and appropriate garnishes, cottage cheese, gelatin, and at least 3 other specialty items (fruit, tuna, potato, macaroni salads, etc.)
Fruit	2	Fresh
Salad Dressing	6	At least one low calorie
Entrees	3	1 solid or whole meat 1 prepared in a light manner 1 vegetarian 4 per week can be a "make-up" entrée such as stew, lasagna, spaghetti, etc.
Vegetables	3	
Starch	1	Potatoes (baked, whipped, French fries, Au Gratin, scalloped, etc.) or noodles, macaroni and cheese, etc.
Desserts	3	Baked item, gelatin, cobblers, pies, pudding, etc. 1 for diabetic/low sugar diets
Bread	2	Hot rolls, plus other choice, such as cornbread, muffins, biscuits
Beverages	10	Coffee, hot and cold tea, milk (whole, skim, reduced fat, chocolate) fruit punch, specialty, and assorted sodas
Condiments	Assorted	As appropriate

SPECIALTY ITEMS		
Item	Frequency	Comments
Specialty Items	To be served two to three times per week	Including but not limited to pasta bar, potato bar, stir fry, made-to-order pizza or sub sandwiches <ul style="list-style-type: none"> Employing as appropriate mobile serving stations For the dual purpose of expanding knowledge and skills of clients enrolled in the TRC Food Service Program

*Must include vegetarian and light options daily.

ATTACHMENT D

MEAL CONFIGURATIONS*

FORMAL LUNCH OR DINNER

Meal Configuration A	Meal Configuration B
Beef Entrée Starch Green Vegetable Vegetable (Non-starch) Salad Bread Choice of Two Beverages Specialty Dessert	Combination Entrée with Choice of Two: Beef, Pork, Chicken, or Seafood Starch Green Vegetable Vegetable Salad Bread Choice of Two Beverages Choice of Two Desserts
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Prime Rib w/ Au Jus Twice Baked Potatoes Sugar Snap Peas Glazed Carrots Strawberry Spinach Salad Yeast Rolls Iced Tea or Coffee Crème Brûlée	Shrimp Scampi Beef Tenderloin w/ Mushroom Gravy Wild Rice Grilled Asparagus Sweet Potato Casserole Garden Salad Assorted Rolls Iced Tea or Coffee Strawberry Cake or Key Lime Pie
Meal Configuration C	Meal Configuration D
Specialty Pork, Beef, or Poultry Entrée Starch Green Vegetable Vegetable Salad Bread Choice of Two Beverages Specialty Dessert	Pork, Beef, or Poultry Entrée Starch Green Vegetable Vegetable Salad Soup or Appetizer Bread Choice of Two Beverages Dessert
Sample Menu for Meal Configuration C	Sample Menu for Meal Configuration D
Pork Loin Stuffed w/ Spinach and Wild Mushrooms Potatoes Anna Broiled Tomato w/ Herbs & Parmesan Caesar Salad Angel Biscuits Fruit Tea or Coffee Fresh Peach Shortcake w/ Whipped Cream	Roasted Cornish Hen w/ Herb Stuffing Broccoli Casserole Seasonal Vegetable Medley Baby Spinach Salad w/ Mandarin Oranges Lemon Artichoke Soup Corn Muffins Iced Tea or Lemonade Cheesecake w/ Raspberry Sauce
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

SEMI-FORMAL LUNCH OR DINNER

Meal Configuration A	Meal Configuration B
Meat, Fish, or Poultry Entrée Starch Green Vegetable Vegetable/Fruit Bread Choice of Two Beverages Dessert	Meat-containing Casserole, Pasta Dish, or Combination of Ingredients Vegetable, Vegetable Salad, or Soup Bread Choice of Two Beverages Dessert
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Grilled Pork Chop Rice Pilaf Broccoli Baked Apples Rolls Iced Tea or Coffee Peach Cobbler	Pasta Primavera with Blackened Chicken Caesar Salad Garlic Bread Sticks Iced Tea or Coffee Spumoni Ice Cream
Meal Configuration C	Meal Configuration D
Entrée Salad Soup Bread Choice of Two Beverages Dessert	Choice of: Two Meat, Fish, or Poultry Entrées Starch Green Vegetable Vegetable (Non-Starch) Choice of Two Salad Items Bread Choice of Two Beverages Choice of Two Desserts
Sample Menu for Meal Configuration C	Sample Menu for Meal Configuration D
Beef Fajita Fiesta Salad in Taco Shell Tortilla Soup Fruit Punch or Iced Tea Sopapilla	Sugar-Glazed Ham or Fried Chicken Macaroni and Cheese Green Beans Squash Medley Coleslaw or Green Salad Biscuits Lemonade or Iced Tea Pecan Pie or Carrot Cake
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

CASUAL LUNCH OR DINNER

Meal Configuration A	Meal Configuration B
Meat Salad Starch Salad or Vegetable Salad Fruit or Fruit Salad Bread Choice of Two Beverages Dessert	Meat, Fish, or Poultry Item Starch Fruit/Fruit Salad or Vegetable/Vegetable Salad Bread Choice of Two Beverages Dessert
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Almond Laced Chicken Salad Marinated Rice Salad Congealed Cranberry Salad Assortment of Crackers Lemonade or Fruit Tea Chess Tart	Chicken Tenders Potato Wedges Fresh Fruit Salad w/ Poppyseed Dressing Pumpkin Muffin Cranberry Juice or Iced Tea Brownie
Meal Configuration C	Meal Configuration D
Choice of Two "Picnic Style" Meats Starch Vegetable Salad Choice of Two Breads Choice of Two Beverages Dessert	Gourmet-Type Sandwich or Wrap Fruit or Fruit Salad Soup or Vegetable Salad Beverage Dessert
Sample Menu for Meal Configuration C	Sample Menu for Meal Configuration D
Charbroiled Hamburger Patty Pork Barbecue Potato Salad Corn on the Cob Coleslaw Buns or Corncakes Lemonade or Soft Drinks Pecan Tarts	Classic Club Wrap Grape Salad Broccoli Cheese Soup Iced Tea Angel Food Cake
Meal Configuration E	
Starch Choice of Two Soups or Sauces Meat Topping Dairy Topping Choice of Two Vegetable Toppings Vegetable or Fruit Salad Bread Choice of Two Beverages Dessert	
Sample Menu for Meal Configuration E	
Penne Pasta Alfredo Sauce or Marinara Sauce Grilled Shrimp Parmesan Cheese Steamed Broccoli or Grape Tomatoes Tossed Green Salad Garlic Bread Chocolate Mousse	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

BOXED MEAL

Meal Configuration A	Meal Configuration B
Salad with Meat/Protein Bread or Crackers Beverage Dessert	Wrap Chips Fruit Beverage Dessert
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Southern Cobb Salad with Grilled Chicken Sesame Wafers Fruit Tea Peanut Butter Cookie	Ham and Pepperjack Cheese Wrap Potato Chips Orange Slices Iced Tea Pound Cake
Meal Configuration C	
Sandwich Containing Meat or Protein Chips Fresh Fruit Beverage Dessert	
Sample Menu for Meal Configuration C	
Turkey and Swiss Cheese on Wheatberry Bread BBQ Potato Chips Apples Soft Drink Oatmeal Raisin Cookie	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

TRADITIONAL BREAKFAST

Meal Configuration A	Meal Configuration B
Bacon, Sausage, or Ham Eggs Starch Fruit or Fruit Salad Choice of Two Breads Choice of Two Fruit Juices Milk Coffee	Meat and Egg Containing Specialty Entrée Starch Fruit or Fruit Salad Bread Choice of Two Beverages Coffee
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Bacon Scrambled Eggs Grits Sliced Cantaloupe Biscuits and Bagels w/ Cream Cheese Cranberry or Orange Juice 2% Milk Coffee	Breakfast Quiche Skillet Potatoes Glazed Strawberries and Bananas Angel Biscuits Milk or Pineapple/Orange Juice Coffee
Meal Configuration C	
Meat Specialty Bread Entrée Fruit or Fruit Salad Choice of Two Beverages Coffee	
Sample Menu for Meal Configuration C	
Sausage Links Pecan Waffles w/ Maple Syrup Melon Medley Apple Juice or Milk Coffee	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

CONTINENTAL BREAKFAST-LEVEL 1

Meal Configuration A	Meal Configuration B
Breakfast Sandwich with Meat Fruit or Fruit Salad Choice of Two Juices Milk Coffee	Breakfast Bread Assortment w/ Minimum of 3 Choices Yogurt Fruit or Fruit Salad Choice of Two Juices Coffee
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Sausage and Biscuit Fruit Salad Orange Juice or Apple Juice Milk Coffee	Assortment of Crumb Cake, Croissants, & Danish Pastry Yogurt Assortment Fresh Fruit Tray Grape Juice or Cranberry Juice Coffee
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

CONTINENTAL BREAKFAST-LEVEL 2

Meal Configuration A	Meal Configuration B
Breakfast Bread Assortment w/ Minimum of 3 Choices (1 non-sweet) Choice of Two Juices Coffee	Breakfast Bread Assortment w/ Minimum of 2 Choices (1 non-sweet) Fruit or Fruit Salad Choice of Two Juices Coffee
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Bagels w/Cream Cheese Croissants w/ Butter & Jelly Danish Pastry Apple Juice and Orange Juice Coffee	Croissants & Danish Pastry Fresh Apple Grape Juice or Cranberry Juice Coffee
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

Refreshment Break or Reception-Level 1

Meal Configuration A	Meal Configuration B
Hot Dip with Dipping Food Two Meat/Protein Finger Foods Vegetable Tray w/ Dip Fruit or Fruit Salad Choice of Three Sweet s Choice of Three Beverages	Mini Meat Sandwich Protein Finger Food Chips and Dip Cheese Tray w/ Crackers Fruit or Vegetable Tray Choice of Three Sweets Choice of Three Beverages
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Hot Artichoke Dip w/ Melba Toast Rounds Sausage and Cheese Mushroom Caps Deviled Eggs Broccoli, Cauliflower, & Cucumber w/ French Onion Dip Melon Balls Lemon Bars Brownie Bites Bavarian Cream Puffs Fruit Punch, Iced Tea, or Canned Soft Drinks	Sliced Pork Tenderloin on Yeast Rolls Grilled Chicken Kabobs Pita Chips with Hummus Cheese Tray w/ Crackers Sliced Fresh Fruit with Yogurt Dip Baklava, Assorted Mini Tarts, Chocolate Cupcakes Hot Apple Cider, Fruit Punch, Iced Tea
Meal Configuration C	
Choice of Two Cold Hors D'oeuvres (One w/Protein) Choice of Two Hot Hors D'oeuvres (One w/ Protein) Fruit and Cheese Tray w/ Crackers Choice of Three Sweets Choice of Three Beverages	
Sample Menu for Meal Configuration C	
Pecan Chicken Salad in Mini Pastries Vegetable Pinwheels Buffalo Wings Southwestern Meatballs Fresh Fruit & Cheese Cubes w/ Crackers Mini Éclairs, Petit Fours, Chess Squares Sparkling Grape Juice, Fruit Punch, Lemonade	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

Refreshment Break or Reception-Level 2

Meal Configuration A	Meal Configuration B
Cheese Ball or Tray Assorted Crackers Fruit Choice of Two Fingertip Desserts Choice of Two Beverages	Choice of Two Desserts Nuts, or Cereal Mixture Mints Beverage
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Assorted Cheese and Cracker Tray White Grapes Cheesecake Bites and Pecan Tarts Soft Drinks and Coffee	Chocolate Cake with Buttercream Frosting Key Lime Pie Chex Party Mix Butter Mints Fruit Punch
Meal Configuration C	
Antipasto Tray Assorted Crackers Dessert Choice of Two Beverages	
Sample Menu for Meal Configuration C	
Antipasto Tray Assorted Crackers Cookie Bars Coffee or Iced Tea	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

Refreshment Break or Reception-Level 3

Meal Configuration A	Meal Configuration B
Assorted Snack Chips Granola Bars, Trail Mix. or Nuts Fruit Choice of Two Beverages	Bread/Cereal Product Chips & Dip Choice of Two Beverages
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Tortilla Chips and Salsa Assorted Pkgs. of Potato Chips and Corn Chips Granola Bars Whole Apples Iced Tea or Coffee	Giant Pretzel with Dijon Mustard Cold Spinach Dip with Pita Chips Soft Drinks and Iced Tea
Meal Configuration C	
Ice Cream Product Bottled Water	
Sample Menu for Meal Configuration C	
Ice Cream Sandwiches Bottled Water	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

Refreshment Break or Reception-Level 4

Meal Configuration A	
Choice of Two Bread/Cereal Products Punch	
Sample Menu for Meal Configuration A	
Snickerdoodle Cookies Chex Party Mix Sparkling Party Punch	
Meal Configuration B	Meal Configuration C
A.M. Beverage Service Only Coffee (Regular and Decaffeinated) Hot Tea Choice of Two Juices Bottled Water	P.M. Beverage Service Only Coffee (Regular and Decaffeinated) Hot Tea Choice of Canned Soft Drinks Bottled Water
Sample Menu for Meal Configuration B	Sample Menu for Meal Configuration C
Coffee (Regular and Decaffeinated) Hot Tea Cranberry Juice and Pineapple/Orange Juice Bottled Water	Coffee (Regular and Decaffeinated) Hot Tea Coke, Diet Pepsi, Sprite, & Dr. Pepper Bottled Water
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included.	

Sample Vegetarian Alternatives for Various Meal Configurations:

Pesto Alfredo
Eggplant Parmesan
Vegetarian Lasagna
Grilled Portabella Mushroom Sandwich
Vegetarian Breakfast Burrito
Vegetable Pinwheels

ATTACHMENT E**Food Service Equipment Provided by the State for Use by the Contractor**

ITEM	BRAND	CONDITION
Deep Fat Fryer, VF1	Vulcan	Good
Deep Fat Fryer, VF1	Vulcan	Fair
Gas Stove 6 burner, with 3 burner grill & double oven	Garland	Good
Deep Fat Fryer	Toast Master	Fair
Gas Tilt Skillet, electric	Groen	Good
Small Freezer	McCall	Good
Dessert/Cake Racks & Boxes (3) (not insulated)		Good
2 Door Freezer	McCall	Excellent
Meat Slicer 1/4 H.P.	Hobart	Good
Buffalo Chopper	Hobart	Fair
Coffee Pot (Double)	Bunn	Excellent
Steam Jacketed Kettle 20qt	Groen	Good
Steam Jacketed Kettle 20qt	Groen	Good
Gas Oven/Stove, plus 6 burner, one oven	Garland	Good
Steamer, Craft 3	Cleveland	Excellent
Convection Oven, Double stacker	US Range	Good
Scales, 1 oz. & 1 lb.	Detecto (1 ea)	Good
Mixer, 20 qt.	Hobart	Good
Mixer, 5 speed, 5 qt.	Kitchen Aid	Good
Soup Pot, 1 qt.	Groen	Good
Bus Carts (7)		Fair
Chafing Dish, Lids, Rack (4 sets)		
Pizza Oven, with chain drive	Lincoln Impringer	Fair
Coffee Urns, Large (4)		
Steam Table, 5 compartment		
Charbroil grill, 3 burner, electric	Star	
Convection Oven, single, with stand	Southbend	Fair
Walk-in Coolers (3)		
Walk-in Freezers (2)		

ATTACHMENT F

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION